

**MONTAGUE ECONOMIC  
DEVELOPMENT AND INDUSTRIAL  
CORPORATION**

**DOWNTOWN COMMERCIAL  
DEVELOPMENT OPPORTUNITY  
38 AVENUE A  
TURNERS FALLS, MA**



**Released June 4, 2014**  
**Deadline for Proposals: August 14, 2014**  
**Updated 6.18.2014**

**Montague Economic Development and Industrial Corporation**  
***REQUEST FOR PROPOSALS***  
**38 AVENUE A**

**INVITATION FOR PROPOSALS**

The Montague Economic Development and Industrial Corporation invites proposals for the acquisition and development or the lease of 38 Avenue A, a prime development lot in downtown Turners Falls, the largest village in the Town of Montague. The MEDIC's preference is to sell the property, but if a satisfactory development sales offer is not forthcoming, the EDIC will consider a lease offers that meets the minimum criteria that have been established. A development team may consist of for-profit developers, non-profit developers, owner/user builders or development consultants. The property consists of .35+/- acres with a one-story slab on grade building that measures 40'-2" x 50'5", a total area of 2,225 square feet. The EDIC seeks the broadest range of rehabilitation or new development proposals for review with the intent of entering into a development agreement which meets the Town's goals, will result in the transfer of ownership of the property to a private entity, and will result in the successful development of the property. **The deadline for submitting proposals is 2 p.m. on Thursday, August 14, 2014.** A project briefing and site inspection will be held on **Wednesday June 25, 2014 at 12:15PM at Montague Town Hall.**

A copy of the detailed Request for Proposals (RFP) and related documents is available for review on the town's web site: [www.montague-ma.gov](http://www.montague-ma.gov). For more information contact the Montague Planning and Conservation Department, Town of Montague, 1 Avenue A, Turners Falls, MA 01376, 413-863-3200 (ext. 207).

**PROPERTY INFORMATION**

**General**

38 Avenue A is a 0.34 acre lot identified as Montague Assessors Map 4 Lot 41. The parcel contains a one-story slab on grade building that measures 40'-2" x 5'5", with a total area of 2,225 square feet. The site is a prime location in downtown Turners Falls, the largest village in the Town of Montague. The building was constructed in 1975 as a Cumberland Farms convenience store. The FY 2014 assessed valuation for the property is \$186,700, however the value of the property will ultimately be determined by the actual construction and the end use associated with your project. The property is zoned "Central Business". The site is adjacent to a lighted public parking area, the Great Falls Discovery Center, and the Canalside Bike Path. It is within a 5 minute walk to Shea Theater, Town Hall, Unity Park and many shops and restaurants. Water, Sewer, natural gas, and high speed fiber are available at the site. The property is located about ½ mile from Route 2 and is less than 3 miles from I-91 exit 27.

Turners Falls is the largest of five villages that make up the Town of Montague (pop 8,473), which is located in pastoral Franklin County. Turners Falls is undergoing a steady revitalization articulated in the 2013 Downtown Turners Falls Livability Plan, which was recognized as an outstanding planning project by the Mass chapter of the American Planning Association. Prospective responders are encouraged to review all the attached documents.

### **Ownership Status**

38 Avenue A is owned by MEDIC for economic development purposes. The Montague EDIC is a corporation established in 1984 by the Town of Montague for the public purpose of implementing local economic development projects in accordance with an economic development plan. Such projects are designed to decrease the unemployment rate and eliminate decadent and blighted open areas existing in a municipality.

MEDIC acquired private land, including 38 Avenue A, by eminent domain in the early 1990's for a Heritage Park. The order of taking can be found in the Franklin County Registry of Deeds at Book 2474 Page 334. In the wake of the Massachusetts fiscal crises of the early 1990's, the Heritage Park project was delayed, downsized and re-conceptualized as the Great Falls Discovery Center which is adjacent to the site. The Discovery Center includes a natural history museum interpreting the Connecticut River and its watershed, outdoor teaching areas, and links to the Canalside Bike Path along the River. Project Partners include the US Fish and Wildlife Service Silvio Conte National Wildlife Refuge, the Mass Dept of Conservation and Recreation, and the Town of Montague.

38 Avenue A served as the interim home for the Discovery Center and project offices from the mid 1990's until 2003, when the Discovery Center opened. Since then the building has had limited use as a art gallery/office space but is currently vacant. The former convenience store was built on the site of the Grand Trunk Hotel, a magnificent four story masonry building demolished in the late 1960's.

### **512-40 MOU relative to Great Falls Discovery Center**

The MEDIC has a Memorandum of Understanding with the Department of Conservation and Recreation and Town of Montague relative to the Great Falls Discovery Center which encompasses 38 Avenue A. Under a 2011 amendment to the agreement, MEDIC is allowed to lease, develop or grant 38 Avenue A subject to its design being compatible with the aesthetics of the Great Falls Discovery Center and its use, and with the historical uses of said site. By way of example, and not by way of limitation, a commercial and/or cultural building may be constructed upon the lot. As part of the agreement, MEDIC will submit the preferred proposal to the Department of Conservation and Recreation, which, in accordance with the 512 agreement shall have 30 days to review the proposal and either assent or object to the proposal. DCR approval shall not be unreasonable withheld.

### **Environmental Conditions**

There are no major environmental issues facing the potential developer of 38 Avenue A. The building had asbestos in the floor tile mastic, but that was abated in May 2014. The roof of the property is past its lifespan and is in need of replacement. There are no known underground storage tanks. An Activity and Use Limitation was lifted from the Discovery Center site on September 17, 2004 (RTN 1-0494). The property will not require a filing with the Montague Conservation Commission. The building has not been occupied since 2010. According to an archeological Survey for the once proposed Heritage Park major excavation could possibly require further archeological investigation.

### **Utilities and Infrastructure**

The site is serviced by a municipal  $\frac{3}{4}$ " domestic water line and sewer and electric lines. Broadband access is available through Comcast, the Town's cable access provider. The Mass Broadband123 project recent installed a new fiber line on Avenue A. The closest fiber drop is 200 feet away at Town Hall. The electrical and HVAC system is set up for a convenience store use. Currently, there is an electric meter for the municipal parking lot at the rear of the 38 Avenue A structure. That may need to be relocated. The Juster Pope Frazer Architect study elaborates on the existing mechanical, electrical, and plumbing systems. Water and electric are currently shut off.

On street parking is available on Avenue A and Second Street. A 50 space public parking lot abuts the site to the northwest. The need for on-site parking is dependent on the use. Second Street is currently a one-way. The Town will consider alternative circulation plans.

### **Historic Preservation**

The property is not encumbered by a historic designation, but the property is located within the Turners Falls Historic District, which is listed on the National Register of Historic Places. One of the Town's primary goals is to recreate the historic character and integrity of the site, particularly for themes that evoke the former Grand Trunk Hotel (see appendix).

### **Architect's Evaluation of the Building and Site**

An architectural study of the property was conducted by Juster Pope Frazier Architects in 2002. The study found that the building is structurally sound, but that its 'strip architecture' is obviously and completely inconsistent with the architectural context of Turners Falls. The architects recommend that the exterior be renovated to make the building "integrate into its surroundings in a suitable and respectful manner." The study advised against expansion of the structure due to the bearing wall. Ample precedent for exterior renovations exist at the Discovery Center visitor center and great hall. Turners Falls also includes a very strong sampling of masonry architecture built in the early 1900's.

In the decade since the architect's evaluation, the roof of the building has failed, resulting in water damage to the interior. All interior furnishings and structures have been removed, but the roof is actively leaking.

Under a rehabilitation scenario, the architect recommends that the exterior be clad in brick veneer, suitable to the immediate context such as molded brick. The existing brick veneer would be removed and new brick would be added around the entire perimeter. The architect also recommends a new pitched roof with architectural grade asphalt shingles, standing seam copper, or slate. The new roof form should extend beyond the walls with significant overhang. This could lead to the use of wood or steel brackets to further articulate the elevations and provide visual interest to the building. These are simply meant to be examples.

### **PUBLIC PURPOSE AND DEVELOPMENT GOALS**

MEDIC's goal is to redevelop 38 Avenue A to complement and enhance the Discovery Center and other elements of the Turner Falls Downtown Livability Plan. Specifically, the property should serve to support cultural tourism and/or the arts.

MEDIC seeks the broadest range of redevelopment and reuse proposals for review with the intent of entering into a development agreement which meets the town's development goals, will result in transfer of ownership of the property to a private entity, and will result in the successful redevelopment of the property. MEDIC seeks to achieve the following public purposes and development goals, where feasible, with the overall goal of restoring the property to an economic and visual asset to the community.

- A development plan that is compatible with the Great Falls Discovery Center in its aesthetics and/or use and consistent with the downtown streetscape
- A reuse strategy that furthers cultural tourism and/or the arts.
- Where feasible recreates the historically significant features of the Grand Trunk Hotel.
- Provision of reuse that will result in a positive fiscal impact to the Town

Commercial and mixed use is allowed and acceptable subject to a creative approach to using the site to support cultural tourism and the arts. New Construction or rehabilitation proposals will be accepted.

By way of example, the following elements are desirable on their own or in conjunction with a commercial/retail use of the site:

- Museum, gallery, interpretive exhibit space
- A public visitors center as part of a commercial element
- The headquarters of an institution or organization dedicated to advancing a cultural or artistic endeavors relevant to Montague and Franklin County.
- Retained use of the site for the Great Falls Farmers Market and other public park uses.
- Mixed use with residential in a design scheme similar to that proposed in the 2013 Downtown Livability Plan (see appendix)

## **DEVELOPMENT GUIDELINES**

### **Zoning**

The property is zoned "Central Business". The purpose of this zoning district is to "provide for pedestrian-oriented downtown areas with mixed-use buildings and a range of retail and commercial services.

Permitted uses are:

Mixed use, with one and two-family dwelling as an accessory use, with street level devoted to commercial use  
Retail sales and service of 10,000 square feet or less of floor area  
Business office or professional office  
Non-profit club or lodge  
Uses customarily accessory to the above.

Uses allowed by Special Permit from the Zoning Board of Appeals:

Mixed use, with multi-family dwelling or lodging house, with street level devoted to commercial use and all dwelling units above street level; such residential uses shall be accompanied by a management plan  
Retail sales and services that involve construction or alteration of more than 10,000 square feet of floor area.

Craft workshop or light assembly shop, with retail component  
Hotel  
Public Utility  
Parking Lot or Parking Garage  
Drive-through or loading dock  
Other uses similar to the above in externally observable attributes

A structure exceeding 5,000 square feet will require site plan review from the Zoning Board of Appeals.

In the CB district retail, office, restaurant, theater and such uses are not required to provide off-street customer parking. 1.5 parking spaces are required per dwelling unit, plus one space per employee.

### **Design Elements**

All rehabilitation proposals should implement recommendations in the Architect's Evaluation to the extent practicable. New development should include recommendations in the Downtown Turners Falls Livability plan to the extent practicable.

## **ROLE OF THE DEVELOPER**

MEDIC seeks a developer that has the demonstrated capacity and expertise to undertake and manage the development of 38 Avenue A. Development team responsibilities include but are not limited to the following:

### **Background Research**

- Review all existing information available on the property
- Perform all development, permitting, environmental, and financial due diligence

### **Planning and Design**

- Devise and/or finalize a development proposal which meets the MEDIC's goals;
- Prepare development design plans, specifications and cost estimates;
- Obtain all necessary permits;

### **Financial/Legal**

- Prepare or finalize development and operating proformas, budgets, etc. as necessary;
- Secure private financing for development of the site;
- Prepare all necessary legal documents associated with development (the EDIC will prepare documents for transfer of the property)

### **Construction/Construction Management:**

- Implement or oversee construction

### **Marketing:**

- Prepare market analysis and marketing plans as necessary;
- Site marketing and project lease up; and
- Arrange for transfer of property to private ownership if appropriate.

#### **Project Management and Coordination:**

- Compliance with all contracts, loan/grant agreements, schedules, budgets, reporting requirements;
- Coordination of development team;
- Overall project management and monitoring;
- Attendance at public meetings as necessary;
- On-going communication and coordination with MEDIC;

### **ROLE OF THE MONTAGUE EDIC**

MEDIC is committed to facilitate the redevelopment of the property and will cooperate with the chosen development team to the greatest extent possible. The MEDIC and Town through its Planning and Conservation Department will provide the following cooperation, if desired by the selected development team, including but not limited to:

- Making available all information concerning the property including but not limited to the feasibility study, reports, environmental assessments and tax information.
- Assist with the marketing of the site and identifying potential tenants, through access to town resources (studies etc.).
- Assist with all development permitting and compliance with the 512.40 MOU
- Coordinate community outreach and public participation regarding development.
- MEDIC shall have the right to review and approve all financing, design and construction plans, contractors, owners and potential uses.
- Commitment to transfer ownership of the site to a qualified and competent developer or ownership entity.
- Assist the development team in meeting its scheduling and performance goals/requirements.

### **SUBMITTAL REQUIREMENTS**

**Deadline for Submitting Proposals: Proposals must be submitted by 2:00 p.m. on Thursday August 14, 2014** to the Montague EDIC c/o Town Planner, 1 Avenue A, Turners Falls, MA 01376. Proposals postmarked but not received by the due date and faxed proposals will not be considered.

Submit ten (7) copies of the proposal including attachments in accordance with the submittal requirements. The “Non-Fee Proposal” must be submitted in a sealed envelope indicating the firm’s name and address and must be clearly marked “38 Avenue Development Proposal”. The “Fee Proposal” shall be contained in separate sealed envelope. The cost of preparing a proposal shall be at the sole expense of the responder.

### **Development Proposals**

Development proposals for any proposed acquisitions shall include all of the following elements in the following order. Please be as detailed but concise as possible.

**Table of Contents** – a list of all proposal sections with corresponding page numbers.

**Identification and Description of Development Team** - Identify the development team and the roles/responsibilities of all entities involved in the project. The following information should be provided for all entities; legal name, address and telephone number, e-mail address; contact person; form/status of organization; name of principals or partners in the firm; state of incorporation or registration, jurisdictions registered to do business and ability to do work in Massachusetts; Federal Identification Number, relationship with parent, subsidiary or joint venture entities.

**Project Team Qualifications/Development Experience** - A description of qualifications, capabilities, and experience for all entities involved in the project including the lead entity, collaborating entities, project manager and key staff assigned to the project. Describe the team's experience and expertise in real estate development specifically in redevelopment of historic properties. Describe experience in ownership and management of completed projects. Describe the team's financial ability to successfully complete the project including evidence of ability to obtain financing, corporate and personal financial statements for the past three years, annual reports or other documents indicating the team's financial condition and disclosure of any pending litigation.

**Development Concept/Project Approach** - Describe the proposed conceptual plan for redevelopment of the property including; proposed or anticipated uses of the building, overall square footage to be redeveloped, approach to preserving historic elements, level of rehabilitation of the structure, utility and on-site/off-site improvements, and a conceptual site plan. Describe any planned phasing of the redevelopment including what portion of redevelopment will take place within each phase. Describe the financial structure of the project including; preliminary cost estimates (both construction and soft costs), sources and uses of funds including equity investment as well as required private and/or public financing, a ten year pro forma including construction and operating expenses and revenues. Describe the conceptual ownership and management structure. Describe how the project meets the Town's development goals, and estimate the potential for job creation/retention, if any.

**Preliminary Implementation Plan/Schedule** - Provide a schedule indicating how the development will be implemented and organized with benchmarks for completing each phase of the project including the anticipated time anticipated schedule for financing, design, permitting, construction and tenant lease up. Indicate at what point in the development phasing any planned rehabilitation of buildings will occur.

**Disposition Terms, Price and/or Fees** - See Fee Proposal Requirement

**Statement of Willingness to Negotiate** - Submit a statement indicating the respondent's willingness, upon notification of selection by the MEDIC, to commence negotiations on a



development agreement for a period within sixty (60) days unless otherwise agreed upon by MEDIC.

**Sample Projects and References** - Provide examples of projects similar in scope and scale completed by the development team with a brief description including completion date, type of project, development approach, and references for three similar projects including a contact person and telephone number.

**Mandatory Affidavits** - Provide a completed copy of the Certificate of Non-Collusion and Certification of Tax Compliance on the attached form.

**Other** - Provide any other information which may assist MEDIC in evaluating the proposal. At its discretion, MEDIC may request additional information from respondents during the review process such as ability to provide a performance guarantee as part of the development agreement and more detailed and extensive information on financial and management capacity including ability to finance the project and equity/private investment in the project.

**Withdrawal or Modification of Proposals** - A proposal may be withdrawn by written request prior to the submission deadline. Modifications to proposals received prior to the submission deadline will be accepted. Modifications must be submitted in sealed envelope identifying the name and address of the consultant and shall be clearly marked "Modification to Proposal". Seven (7) copies of modifications to proposals shall be submitted. Modifications shall include insertion pages or replacement pages and a transmittal letter explaining and indexing the modifications.

## **SCHEDULE**

These dates are for planning purposes and are targets rather than deadlines except noted (bold)

Distribute RFP	June 4, 2014
Briefing/Site Visit	June 25, 2014 at 12:15
<b>Proposal Submission Guideline and Opening (2 p.m.)</b>	<b>August 14 2014</b>
Review Proposals and Select Finalists	August 21, 2014
Interview Finalists	August 28, 2014
Select Development Team	Sept 4, 2014
Negotiate and Execute Development Agreement	Sept 19, 2014

## **SELECTION PROCESS**

The Montague EDIC will evaluate and award proposals under their authority in MGL 121c. Town of Montague staff including the Town Planner, Town Administrator, and Building Inspector will have the opportunity to review and report on the proposals.

Proposals will be opened at the designated time in the presence of one or more witnesses and a register of all respondents will be prepared. The RFP opening shall be open to the public. MEDIC will use both minimum threshold criteria and comparative threshold criteria to evaluate proposals. Finalists will be interviewed and given the opportunity to make a public presentation. The respondent which best meets the EDIC's public purposes and development goals

considering the evaluation criteria and the fee proposal/disposition terms will be selected to negotiate a development agreement with the Town.

## **EVALUATION CRITERIA**

### **Minimum Evaluation Criteria**

**Minimum Criterion:** The proposal must be complete, must be submitted on or prior to the submission deadline, and must contain at a minimum, all of the required elements of a proposal package as described above in “Proposal Submittal Requirements”. Failure to meet any of the basic submission requirements shall result in the rejection of the proposal package.

### **Comparative Evaluation Criteria**

The following ratings will be used to measure the relative merits of each proposal that has met the Minimum Evaluation Criteria delineated above against each of the criteria listed below:

**Highly Advantageous:** The proposal fully meets and significantly exceeds the evaluation standards of the specific criterion.

**Advantageous:** The proposal fully meets the evaluation standard of the specific criterion.

**Not Advantageous:** The proposal does not fully meet the evaluation standard of the specific criterion, is incomplete, unclear or both.

**Not Acceptable:** The proposal does not meet or address the evaluation standard of the specific criterion.

The following criterion will be used by the Selection Committee to evaluate qualification proposals:

#### **1. Experience and Qualifications of the Development Team**

Overall experience, qualifications, management ability, and financial capability of the development team including: a demonstrated ability to complete all phases of the project as proposed evidenced by the successful and timely completion of similar projects, a demonstrated ability to finance or obtain financing for the development; knowledge, experience and success in completing projects in slow growth markets; and the degree to which references confirm the competence, integrity, and experience of the development team.

*Highly Advantageous:* The development team has 10 or more years experience in building reuse or new construction projects and has been involved in 2 or more projects of similar scope and scale, has extensive downtown development experience; has references which attest to the outstanding competence, integrity, management capacity and experience of the development team. There is very strong evidence of the developer’s ability to obtain financing for project and succeed with the implementation of its proposal.

*Advantageous:* The development team has five to ten years of experience in building reuse or new construction projects and been involved in at least one other projects of similar size and scope, has some similar development experience, and good references attesting to competence, integrity, management capacity and experience of the development team. Developer should be able to obtain financing for the project.

*Not advantageous:* Has not implemented a project similar in size and scope, has minimal experience, and references which cast doubt with respect to the development team's competence, integrity, management capacity and experience.

*Not acceptable:* The development team clearly does not meet the qualifications needed to execute this project.

## **2. Quality of the Development Concept/Approach to Project**

The proposed development concept and approach to the project demonstrates an understanding of the complexity and nature of the project and clearly and completely addresses the development team responsibilities outlined in the RFP; the nature of the proposed uses and the overall plan for site development; timeliness of the implementation schedule and level of redevelopment accomplished in each phase; consistency of the proposed development with the stated public purposes, development goals and preferred uses; the degree to which new structure and site design enhance the Discovery Center site and downtown Streetscape; the degree to which the project contributes to cultural tourism and/or the arts; and potential economic and community benefits resulting from the project.

*Very Advantageous:* The development concept/approach reflects a deep understanding of and sensitivity to the public purposes outlined in the RFP, most importantly, the need for the project to be compatible with Discovery Center and the downtown streetscape and familiarity with the community's needs as articulated in the town's Downtown Livability Plan. The project will have a major impact on the community.

*Advantageous:* The development concept/approach reflects an understanding of the complexity and nature of the project and addresses all of the development team's responsibilities as defined in the RFP. The project concept meets the minimum requirements with respect to historic sensibility, and is consistent with all existing town plans. The project will be an asset to the village of Turners Falls and the Town of Montague.

*Not Advantageous:* The development concept is inconsistent with the town's goals and plans for the building. It will not be compatible with the Discovery Center, and may have a detrimental impact upon the village of Turners Falls and the Town of Montague.

*Unacceptable:* The project concept is insensitive to the town's needs and clearly does not meet most or all of the requirements of the town for the successful development of the property.

## **3. Financial and Market Feasibility**

The feasibility of the proposed project is evidenced by a well-considered financial structure, reasonable development and operating costs/revenues, and realistic apportionment of private to

public investment and financing. Developers demonstrate an understanding of the local and regional markets and growth potential.

*Highly Advantageous:* The developer demonstrates a keen understanding of the financing needs of the project and the market conditions affecting the uses that are being proposed. The developer has made a significant additional effort to evaluate costs and test the real estate market. The developer can demonstrate a high likelihood of his/her ability to finance the project.

*Advantageous:* The developer has proposed a project that appears feasible. Little additional financial evaluation or market research has been done in support of the proposal. The developer has the ability to obtain financing but no firm letters of commitment are contained in the proposal.

*Not-Advantageous:* The proposal offers little evidence that the proposed project is feasible based either on the cost estimates or the market data contained in the town's feasibility study.

*Not Acceptable:* The proposal offers insufficient information upon which to evaluate the project's financial/market feasibility.

#### **4. Quality of Interview/Public Presentation**

Level of understanding of the project, communications skills, clear and concise presentation, ability to relate the project goals to previous experience and knowledge, degree of enthusiasm and confidence, degree of responsiveness to interview questions and questions from the community, and key project team members are present for the interview.

*Highly Advantageous:* Public presentation is extremely clear and concise. Developer communicates well and exhibits a high degree of enthusiasm and confidence in his/her project. Developer is responsive to interviewer questions and questions from the public. Developer does an excellent job fielding questions and relating his/her previous experience and knowledge to project goals. All or most of the key team members are present.

*Advantageous:* The developer does a fair to good job presenting his/her project, however the presenter's style is less than enthusiastic and encourages little further dialogue and questioning. Not all team members are present and some answers to questions appear to be incomplete.

*Not Advantageous:* Developer does a poor job presenting his/her project, leaves many of the interviewer's questions unanswered and offers few or no examples of previous experience and knowledge as pertaining to project goals. Key project team members are missing.

*Not Acceptable:* The developer provides little or information in the interview process that contributes to the search committee's understanding of the project.

#### **5. Terms of Disposition/Fee**

The EDIC has established a minimum fee for the property sale which will be tied to the actual level of investment made in the rehabilitation or new construction of the property. For projects involving the acquisition of the property, the minimum price will be calculated as follows:

Level of Investment Minimum Price

\$500,000 or less -----\$30,000

\$500,001 to \$1M -----\$15,000

\$1 million plus -----\$1

Project proposals involving the leasing of the property must meet the following minimum requirements:

Minimal Lease Agreement: Triple net lease (renter pays heat, electricity, and insurance) at a minimum rental rate of 1\$ per year in exchange for a capital investment of \$20,000 or more into the roof and exterior, subject to additional terms and conditions to be negotiated with the EDIC or its designee.

In comparing your project with others that have been submitted, the Committee will consider the following additional criteria: Overall degree of benefit to the Town from disposition of the property beyond the minimum purchase or lease price including development fees, or other services/benefits available to the Town.

*Highly Advantageous:* Proponent proposes to pay purchase price or lease amount well in excess of the minimum amount required in the RFP. Project will provide many other financial benefits/services to the Town.

*Advantageous:* Proponent proposed to pay purchase price or lease amount equal to the minimum amount required in RFP. There are some other financial benefits/services that will result from the implementation of the project.

*Not Advantageous:* Project proponent does not meet minimal price or lease amount requirement .

*Not Acceptable:* Project does not meet the minimal requirements her financial benefits/or services to the town.

## **6. Quality and Completeness of the Proposal**

Overall quality and completeness of the proposal and responsiveness to the submittal requirements in the RFP.

*Highly Advantageous:* The proposal is complete, is extremely responsive to the RFP and of a very high quality. It goes well beyond the minimum requirements in meeting the needs of the town.

*Advantageous:* The proposal is complete responsive to the RFP and is of good quality.

*Not Advantageous:* The proposal is incomplete, unresponsive to the RFP and is of poor quality.

*Unacceptable:* The proposal is incomplete, meets few or none of the requirements of the RFP and is of very poor quality.

## **MISCELLANEOUS TERMS AND CONDITIONS**

**Equal Opportunity** - The selection of a development team shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. MEDIC encourages proposals from qualified minority and women-owned businesses.

**MEDIC Rights** MEDIC reserves the right to withdraw or extend the deadline for this Request for Proposals, to accept or reject any informalities in the RFP process if it is in the best interest of the Town to do so, and to negotiate a development agreement as deemed to be in the best interest of the Town.

**Right to Negotiate a Development Agreement** - The selected development team will have the right to negotiate a development agreement with MEDIC. The selection of a respondent to negotiate a development agreement does not constitute a contract, an agreement or a promise that negotiations will lead to a successful development agreement or that the MEDIC will agree to dispose of the property or to build any proposed project. Furthermore, if negotiations with a selected respondent are unsuccessful, the Town, without any further advertising, may enter into negotiations with any other development team who has submitted a proposal for this building. any or all proposals, to advertise for new proposals, to waive any informalities in the RFP process if it is in the best interest of the Town to do so, and to negotiate a development agreement as deemed to be in the best interest of the Town.

**General Provisions of the Development Agreement** - The purpose of the development agreement is to establish the terms and conditions for redevelopment and transfer of ownership. The development agreement may include but is not limited to the following elements: roles and responsibilities of all parties; scope of work and development program; composition of the development team; ownership structure and terms; project phasing and development schedule; guarantees/warranties/insurance; financial terms including project budgets, financing, acquisition terms, developer compensation; and default and termination terms.

**Compliance with Law** - The selected development team shall comply with all applicable federal, state and local laws and regulations in the performance of service.

**MEDIC's Right to Ownership** - All proposals submitted in response to this RFP become the property of MEDIC. The Town has the right to disclose information contained in the proposals upon opening the proposals. All reports, documents and materials developed by the respondent for this project shall be considered public information and shall be the property of the Montague EDIC.

**Terms of Disposition/Fees** - MEDIC may enter into a development agreement based on the public purpose stated in the RFP rather than the most advantageous financial terms offered by a respondent.

**Commitment by Non-Profit Organizations to Pay Real Estate Property Tax Equivalent** - Non-profit organizations will be expected to agree, as a condition of the purchase and sales

agreement, to pay on an annual basis, a sum equivalent to what would normally be due in real estate taxes based on the assessed valuation for the property once it has been rehabilitated.

**Disclosure of Beneficial Interest in Real Property** – The development team selected to implement the project will be required to complete the Disclosure of Beneficial Interests in Real Property Transaction form which must be filed with the Division of Capital Planning and Operations required under MGL c 7, S40J, prior to any conveyance.

Questions can be directed in writing to Walter Ramsey- Montague Town  
Planner  
413 863 3200 ext 207  
[planner@montague-ma.gov](mailto:planner@montague-ma.gov)

## **MANDATORY AFFADAVITS**

### **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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(Authorized Signature)

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(Name of Developer/Consultant)

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### **CERTIFICATE OF TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), it is hereby certified under the pains and penalties of perjury that the undersigned has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

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(Authorized Signature)

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(Name of Developer/Consultant)



## SITE CONTEXT MAP





## SITE LOCUS MAP





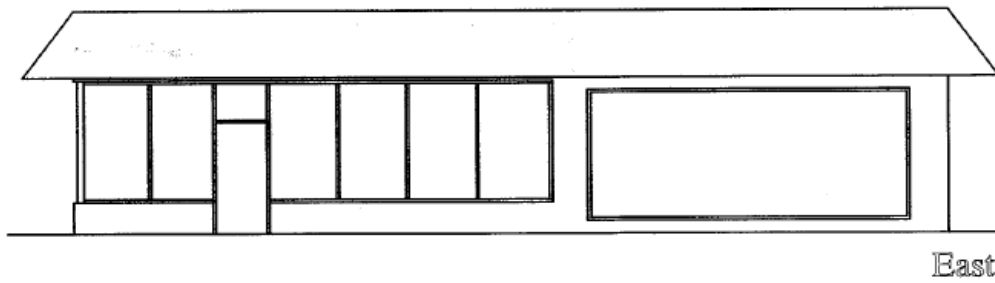
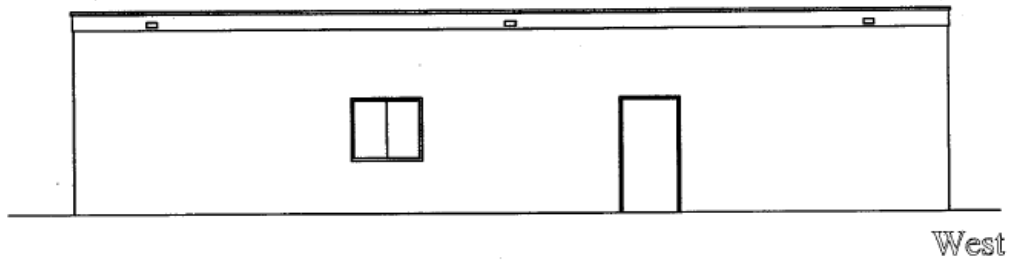
**Existing Structure- 38 Avenue A**



**Interior- 38 Ave A**



# Existing Elevation Plan- 38 Avenue A

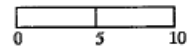


Existing Elevations

June 18, 2002

Juster Pope Frazier, Architects

$\frac{3}{32}'' = 1'-0''$





## Discovery Center Conceptual Site Plan (2001)



## Proposed Infill Development Scenario (2013 Downtown Turners Falls Livability Plan)



Dodson & Flinker, Howard/Stein-Hudson | June 2013

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**Former Cumberland Farms Site:**  
(Illustrations by Deitz & Co Architects)

Replace former Cumberland Farms building with new infill building. Building to match Crocker building in architectural style. Building meets sidewalk with shops and cafes on the street level and residential or office uses above.

Permanent shaded farmer's market canopies extend out from building around the Discovery Center Park.



**Former Grand Trunk Hotel (aka Farren House)**

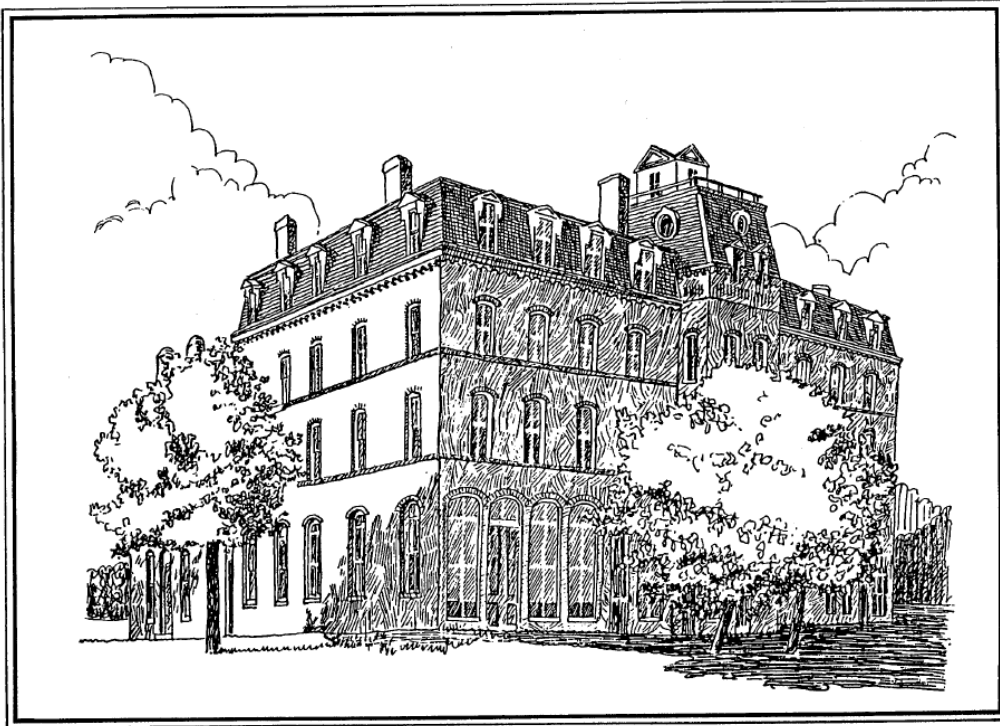


Figure 21. The Farren House Hotel (from Girard 1976).



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1990 00010708

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ORDER OF TAKING

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The MONTAGUE ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION, (hereafter referred to as MEDIC), a public body public and corporate authorized pursuant to Chapter 121C of the General Laws of the Commonwealth of Massachusetts, as amended and Chapter 512 of the Acts of 1980, having its offices at Town Hall, Montague, Massachusetts, by virtue of the authority conferred by Chapter 121C, Section 5 (1) of the General Laws, does hereby take in fee for redevelopment purposes and to promote sound economic growth, in accordance with Chapter 79 of the General Laws, the land, with buildings thereon, located in Turners Falls, Montague, Franklin County, Massachusetts, bounded and described on Exhibit "A" attached hereto and made a part hereof.

SUPPOSED OWNERS:

V.S.H REALTY, INC.

Trees and structures, if any, upon the land are included in the taking.

Excepted from the rights herein taken by the MEDIC are all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewage, gas, oil, electricity and telephone communication now lawfully in or upon the premises hereby taken.

For damages sustained by reason of the aforesaid taking, and in accordance with the provisions of Chapter 79, Section 6 of the General Laws, as amended, awards have been made. The right is reserved to amend the award or to increase the amount of damages to be paid at any time prior to payment thereof for good cause shown.

All names of owners herein given, although supposed to be correct, are such only as to matter of opinion and belief.

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SEP 21 3 00 PM '90

**Documents available for review at the planning office at Montague Town Hall**

Great Falls Discovery Center Renovation and Expansion Study- Cumberland Farms Building-by  
Juster Pope Frazier Architects. June 2002

Reconnaissance Background Study and Archeological Locational Survey for the Proposed  
Turners Falls Heritage State Park by UMASS Archeological Services.

512.40 Agreement and amendments with the Town of Montague, EDIC, and Department of  
Conservation and Recreation

Downtown Turners Falls Livability Plan (2013). This document and other plans are also  
available digitally at [www.montague.net](http://www.montague.net).